

Willis v. Jones, 57 Md. 366; *Frostburg Bldg. Assn. v. Hamill*, 55 Md. 315; *Frazier v. White*, 49 Md. 7; *Keller v. Keller*, 45 Md. 276; *Willis v. Jones*, 42 Md. 423; *Hill v. Hill*, 38 Md. 184; *Hubbard v. Barcus*, 38 Md. 180; *Schull v. Murray*, 32 Md. 16; *Krone v. Linville*, 31 Md. 145; *Buchanan v. Turner*, 26 Md. 6; *Weems v. Weems*, 19 Md. 344; *Unger v. Price*, 9 Md. 557.

Limitations.

The act of 1892, ch. 267 (prescribing a period of limitations), can not be construed retroactively, as in that case it would be unconstitutional. Where a creditor sues within three years from the adoption of said act, he is not barred as to conveyances executed prior to the act. *Manning v. Carruthers*, 83 Md. 7.

A suit to set aside a deed to husband and wife as tenants by the entireties must be brought within three years. *Stieff Co. v. Ulrich*, 110 Md. 633.

Generally.

Where the husband and wife are joint tenants, the husband's interest is liable to be sold in execution during the wife's life. *Fladung v. Rose*, 58 Md. 24.

This section (as it stood prior to the code of 1888), recognized the right of a married woman to become a purchaser and hence, her purchase of property at a trustee's sale may be enforced—see article 16, section 209. *Fowler v. Jacob*, 62 Md. 328.

The object and effect of the acts originally composing this section, discussed. *Schindel v. Schindel*, 12 Md. 121.

Cited but not construed in *Allers v. Forbes*, 59 Md. 376.

As to the right of the husband (where the wife is entitled to division or election under article 46) to elect in the right of his wife, see art. 46, sec. 49.

1904, art. 45, sec. 2. 1892, ch. 586, sec. 20. 1898, ch. 457, sec. 2

2. Whenever any interest or estate of any kind in any property, real, personal or mixed, situate, lying or being within this State, has been or shall hereafter be sold, conveyed, assigned, mortgaged, leased, transferred or delivered by any husband, directly or indirectly to his wife, and has been or shall hereafter be subsequently sold, conveyed, assigned, mortgaged, leased, transferred or delivered by such wife and husband during their coverture, or by such wife after such coverture has terminated, or has been or shall hereafter be subsequently devised or bequeathed by such wife during such coverture or after such coverture has terminated, the fact of such previous sale, conveyance, assignment, mortgage, lease or delivery by such husband, directly or indirectly to his wife, shall not hereafter be deemed or taken at law or in equity, to have given, preserved or reserved, nor to give, preserve or reserve to any subsisting creditor of such husband, by reason of any debt or obligation, claim or demand whatsoever, any other or greater right, lien or cause of action against such interest or estate, or against any third person, his heirs, executors, administrators or assigns, than such creditors would have had in case such interest or estate had been sold, conveyed, assigned, mortgaged, leased, transferred or delivered, or devised, or bequeathed by such husband directly or indirectly to such third person. And the fact of such previous sale, conveyance, assignment, mortgage, lease or delivery by such husband, directly or indirectly, to his wife, or the recital thereof, in any instrument of writing whatever, shall not hereafter be deemed or taken at law or in equity to give or impart, nor to have given or imparted notice to any third